

**THIRD AMENDMENT TO LICENSE AGREEMENT DATED JUNE 26, 2014 FOR THE
USE OF VILLAGE RIGHTS-OF-WAY BETWEEN WIDE OPEN WEST ILLINOIS, LLC
AND THE VILLAGE OF WESTMONT**

This Third Amendment (Amendment) to License Agreement for the use of Village Rights-of-Way between Wide Open West Illinois, LLC and the Village of Westmont, is entered into between **MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services**, a Delaware corporation with its principal offices at 600 Hidden Ridge, Irving, Texas 75038 (hereinafter referred to as the "Licensee"), a successor in interest to a fiber optic communications network in the **Village of Westmont**, originally owned by **Wide Open West Illinois, LLC** a Delaware limited liability company (hereinafter referred to as "WOW") and the Village of Westmont, an Illinois municipal corporation (hereinafter referred to as the "Licensor") on the _____ day of August, 2018.

WITNESSETH:

WHEREAS, on or about June 26, 2014 Licensor and WOW entered into that certain License Agreement ("Original Agreement") to install and maintain fiber optic telecommunication cables in the Licensor's right of way; and

WHEREAS, subsequently in April, 2016 Licensor and WOW entered into a first amendment to the Original Agreement ("First Amendment") wherein WOW was granted the right to install additional fiber in Licensor's right of way as a part of a new system; and

WHEREAS, subsequently on November 10, 2016 Licensor and WOW entered into a second amendment ("Second Amendment") to the Original Agreement to provide for an efficient approval process for all new improvements proposed by WOW within Licensor's right of way. (The Original Agreement, First Amendment and the Second Amendment shall hereinafter be referred together as the "Agreement"); and

WHEREAS, on December 14, 2017 Licensee purchased from WOW a fiber-optic communications network serving portions of the greater Chicago market and has therefore become a successor of the Agreement in connection with the communications network attached here as Exhibit A; and

WHEREAS, Licensor and Licensee (each a "Party" and together "Parties") desire to amend the terms of the Agreement as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, the Parties agree as follows:

Section 1. Preambles. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Amendment as if fully set forth in this Section 1.

Section 2. Integration of the Amendment. The provisions of this Amendment shall be deemed by the Parties to be fully integrated into the Agreement. The Agreement shall remain in full force and effect except to the extent that it is expressly modified by the terms of this Amendment. Should any provision of the Agreement conflict with any provision of this Amendment, the provisions of this Amendment shall control.

Terms capitalized in this Amendment and not otherwise defined herein shall have the meanings ascribed to those terms in the Agreement. Terms defined and capitalized herein shall have the meanings ascribed to those terms in this Amendment and, to the extent such terms are also defined terms in the Agreement, the definitions of those terms as herein provided shall be deemed to control the interpretation of those terms in the Agreement. The term "Agreement" shall refer to the Agreement, as amended by this Amendment.

Section 3. Amendments to the Original Agreement.

The term "Licensee" in the Agreement shall hereinafter refer to "MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware Corporation with its principal offices at 600 Hidden Ridge, Irving, Texas 75038."

Section 4. Compensation.

Section 6 of the Original Agreement, Section 5 of the First and Second Amendments are hereby deleted in their entirety and are replaced with the following:

"So long as the Licensee exercises and enjoys the rights granted to it hereunder, Licensee shall not be required to pay any additional fees to the Licenser under this Agreement or Amendment or Amended License Agreement as the case may be, including for any new site specific permits, provided (1) Licensee maintains its status as a Telecommunications Retailer under the Telecommunications Municipal Infrastructure Maintenance Fee Act (TMIFMA) (35ILCS 635); (2) timely pays the taxes imposed by the Simplified Municipal Telecommunications Tax Act (SMTT) (35 ILCS 636/5) to the State of Illinois; (3) Licensee is not delivering cable services to the residents of the Licenser."

Section 5. Notice.

Notices to Licensee under Section 14 of the Original Agreement or regarding matters pertaining to the First and Second Amendments must be addressed to designated representative as follows:

Licensee

MCImetro Access Transmission Services Corp. d/b/a Verizon Access
Transmission Services
Attn: Franchise Manager
600 Hidden Ridge
Mailcode: HQE02E 102

Irving, TX 75038

with a copy (except for invoices) (which copy will not constitute notice) to:

Verizon Business Services, Inc.
1320 N. Courthouse Road, Suite 900
Arlington, VA 22201
Attn: Vice President and Deputy General Counsel

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

Village of Westmont

By: _____

**MCImetro Access Transmission Services Corp.
d/b/a Verizon Access Transmission Services**

By: _____

EXHIBIT A

